



**CITY OF SAN DIEGO
MAYOR JERRY SANDERS**

M E M O R A N D U M

DATE: March 7, 2008

TO: Council President Peters & City Council

FROM: Beryl Bailey Rayford, Equal Opportunity Contracting Program
Manager

SUBJECT: LISA Grant Funding by SDCWA

This agreement is subject to the City's Equal Opportunity Contracting (San Diego Ordinance No. 18173, Section 22.2701 through 22.2702) and Non-Discrimination in Contracting Ordinance (San Diego Municipal Code Sections 22.3501 through 22.3517)

CC: Fischle-Faulk, Debra
Greek, Rod

000877

109

COMMITTEE ACTION SHEET

COUNCIL DOCKET OF _____

☐ Supplemental ☐ Adoption ☐ Consent ☐ Unanimous Consent Rules Committee Consultant Review

R -

O -

LISA Grant Funding with San Diego County Water Authority

☒ Reviewed ☐ Initiated By NR&C On 2/27/08 Item No. 4

RECOMMENDATION TO:

Approve.

VOTED YEA: Frye, Faulconer, Peters, Atkins

VOTED NAY:

NOT PRESENT:

CITY CLERK: Please reference the following reports on the City Council Docket:

REPORT TO THE CITY COUNCIL NO.

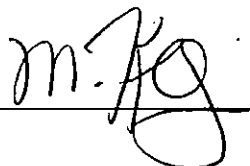
INDEPENDENT BUDGET ANALYST NO.

COUNCIL COMMITTEE CONSULTANT ANALYSIS NO.

OTHER:

Water Department's February 15, 2008, Executive Summary Sheet

COUNCIL COMMITTEE CONSULTANT



000879

EXECUTIVE SUMMARY SHEET

CITY OF SAN DIEGO

DATE ISSUED: February 15, 2008 REPORT NO: N/A
 ATTENTION: Natural Resources & Culture Committee
 Agenda of February 27, 2008
 ORIGINATING DEPARTMENT: Water Department
 SUBJECT: LISA Grant Funding with San Diego County Water
 Authority
 COUNCIL DISTRICT(S): 5 (Maienschein)
 CONTACT/PHONE NUMBER: Rod Greek (619) 533-5407/Kim Vance (619) 533-5466

REQUESTED ACTION:

Council authorization for the execution of the Joint Participation Agreement for the Local Investigations & Studies Assistance (LISA) Program Funding between the San Diego County Water Authority (SDCWA) and the City of San Diego, Water Department. The agreement is to accept, appropriate and expend \$750,000 in grant funding for the San Pasqual Groundwater Conjunctive Use Study (Study).

STAFF RECOMMENDATION:

Staff recommends the following:

- Authorize the Mayor or his representative to make application to SDCWA for \$750,000 in matching LISA Program Funds to conduct the San Pasqual Groundwater Conjunctive Use Study;
- Authorize the City Auditor and Comptroller to accept, appropriate and expend funds for reimbursement by the SDCWA in the amount of \$750,000; and
- Authorize the Mayor or his representative to enter into and execute a joint participation agreement for Local Investigations and Studies Assistance Program Funding between the San Diego County Water Authority and the City of San Diego.

EXECUTIVE SUMMARY:

The City of San Diego relies upon imported water from the State Water Project and the Colorado River for approximately 90 percent of its water supply. The City's population is currently more than 1.2 million residents and projections by the area's regional San Diego Associations of Governments (SANDAG), indicate the City's population to increase to over 1.7 million by 2030. The anticipated growth translates into increased water demand. The City therefore, recognizes the critical need to increase reliability of its water system locally, and reduce its reliance on imported water supplies. This can be successfully achieved through the implementation of a groundwater conjunctive use program, which would allow water to be stored when surplus supplies are available. Groundwater would be extracted during dry periods, when imported water is expensive or not readily available, resulting in water table elevation reduction. Storage room for imported water or natural runoff is thereby created.

In April 2007, SDCWA solicited a Request for Proposal for the LISA Grant-Funding Program. The Water Department submitted a full project proposal for the San Pasqual Groundwater Conjunctive Use Study, and was approved as a recipient of \$750,000 grant funding awarded by the San Diego County Water Authority (SDCWA). As a member agency, the City of San Diego along with SDCWA will help to promote the development of new local water supplies via the Study. It will also contribute to reaching groundwater desalination and storage goals as established by the Long Range Water Resources Plan, adopted by the City Council in December 2002.

The project is not anticipated to result in increased staffing levels as project monitoring and oversight will be done by existing Water Department personnel.

FISCAL CONSIDERATIONS:

This study will validate the feasibility of using the San Pasqual Basin for conjunctive use storage. The Basin presents a valuable opportunity to provide imported water storage benefits and creates a new local water source for the City of San Diego. The overall estimated cost of the proposed studies and investigations is \$1,700,000, with the Conjunctive Use Study Consultant Agreement totaling \$950,000.

San Diego County Water Authority funding for this LISA Program agreement is being derived from groundwater conjunctive use funding provided by the State of California Department of Water Resources as a result of the passage of SB 1765 (1998). The Water Authority Board has approved \$750,000 in matching LISA Program Funds to be provided to the City of San Diego to conduct the study.

PREVIOUS COUNCIL and/or COMMITTEE ACTION:

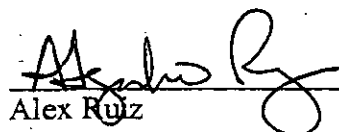
Resolution Number R-302745 Authorizing Contract Award and Execution; Expenditure of Funds for Contract Purposes and Taking Related Actions was passed on June 27, 2007 to procure consulting firm Camp Dresser & McKee, Inc for the San Pasqual Groundwater Conjunctive Use Study Project.

COMMUNITY PARTICIPATION AND PUBLIC OUTREACH EFFORTS:

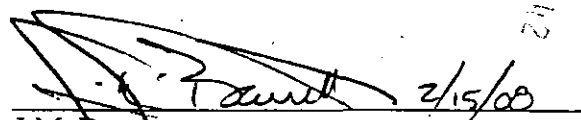
The City of San Diego has actively facilitated community and groundwater planning in the San Pasqual Valley and the San Diego region. Currently as part of the Groundwater Management Plan (GMP), the City has conducted four Project Advisory Committee (formed for the purpose of the GMP) meetings since September 2006 and one open house. At least one more Project Advisory Committee meeting/open house is planned for this project. The City anticipates continuing its outreach efforts in San Pasqual during the feasibility study.

KEY STAKEHOLDERS AND PROJECTED IMPACTS:

Along with the City of San Diego and the San Diego County Water Authority, the San Pasqual/Lake Hodges Planning Group is also an important stakeholder. The citizens of San Diego are equally important stakeholders as the conjunctive use study will result in a region wide resource to store and reuse groundwater effectively.


Alex Ruiz

Assistant Water Department Director

 2/15/08
J.M. Barrett
Director of Public Utilities

000881

FOR COUNCIL ACTION
 CITY OF SAN DIEGO

 1. CERTIFICATE NUMBER
 (FOR AUDITOR'S USE ONLY) 107
 04/15

AC 2800648

 TO:
 CITY ATTORNEY

 2. FROM (ORIGINATING DEPARTMENT):
 WATER DEPARTMENT

 3. DATE:
 02/12/08

4. SUBJECT:

LISA Grant funding with the San Diego County Water Authority

5. PRIMARY CONTACT (NAME, PHONE & MAIL STA.)

Rod Greek (619) 533-5407 MS 904 A

6. SECONDARY CONTACT (NAME, PHONE & MAIL STA.)

Kim Vance (619) 533-5466 MS 904 A

 7. CHECK BOX IF REPORT TO
 COUNCIL IS ATTACHED ☐

8. COMPLETE FOR ACCOUNTING PURPOSES

FUND	41500				9. ADDITIONAL INFORMATION / ESTIMATED COST:
DEPT.	760				
ORGANIZATION	9340 391020				
OBJECT ACCOUNT	4240 4118				
JOB ORDER	088917				
C.I.P. NUMBER					
AMOUNT	\$750,000.00				

10. ROUTING AND APPROVALS

ROUTE (#)	APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE SIGNED	ROUTE (#)	APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE SIGNED
1	ORIGINATING DEPARTMENT	<i>[Signature]</i>	2/25/08	8	DEPUTY CHIEF	<i>[Signature]</i>	3/26/08
2	EAS	<i>[Signature]</i>	2/15/08	9	COO	<i>[Signature]</i>	3/27/08
3	EOC	<i>[Signature]</i>	3/8/08	10	CITY ATTORNEY	<i>[Signature]</i>	3/27/08
4	GRANTS COORD.	<i>[Signature]</i>	3/12/08	11	ORIGINATING DEPARTMENT	<i>[Signature]</i>	3/27/08
5	CIP/FM	<i>[Signature]</i>	3/18/08		DOCKET COORD:		COUNCIL LIAISON: <i>[Signature]</i> 4/3/08
6	AUDITORS	<i>[Signature]</i>	3/20/08		COUNCIL PRESIDENT <input type="checkbox"/> SPOB <input checked="" type="checkbox"/> CONSENT <input type="checkbox"/> ADOPTION		
7	DEBT MANAGEMENT	<i>[Signature]</i>	3/24/08		<input type="checkbox"/> REFER TO: _____		COUNCIL DATE: 4/15/08

11. PREPARATION OF:

☒ RESOLUTION(S)☐ ORDINANCE(S)☒ AGREEMENT(S)☐ DEED(S)

1. Authorize the Mayor or his representative to make application to the San Diego County Water Authority (SDCWA) for \$750,000 in matching LISA Program Funds to conduct the San Pasqual Groundwater Conjunctive Use Study;
2. Authorize the City Auditor and Comptroller to accept, appropriate and expend funds for reimbursement by the SDCWA in the amount of \$750,000; and
3. Authorize the Mayor to enter into and execute a joint participation agreement for Local Investigations and Studies Assistance Program Funding between San Diego County Water Authority & the City of San Diego.

11A. STAFF RECOMMENDATIONS:

1. Approve the resolutions

12. SPECIAL CONDITIONS:

COUNCIL DISTRICT(S): 5 (Maienschein)

COMMUNITY AREA(S): San Pasqual (44)

ENVIRONMENTAL IMPACT: This activity is statutorily exempt from CEQA pursuant to state CEQA guidelines section 15262. This determination is based on Section 15004 of the Guidelines which provides direction to lead agencies on the appropriate timing for environmental review. The project will require further review under the provisions of CEQA.

HOUSING IMPACT: None

OTHER ISSUES: None

CITY CLERK INSTRUCTION: Please return one copy of the executed City Council Action and a copy of the resolution to Tammy Ferguson, (619) 533-4109, MS 904-A

 CIVIL DIVISION
 28 MAR 27 AM 8:22
 CITY ATTORNEY

EXECUTIVE SUMMARY SHEET
CITY OF SAN DIEGO

DATE ISSUED: February 12, 2008 REPORT NO: N/A
ATTENTION: Council President and City Council
ORIGINATING DEPARTMENT: Water Department
SUBJECT: LISA Grant Funding with San Diego County Water Authority
COUNCIL DISTRICT(S): 5 (Maienschein)
CONTACT/PHONE NUMBER: Rod Greek (619) 533-5407/Kim Vance (619) 533-5466

REQUESTED ACTION:

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STAFF RECOMMENDATION:

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EXECUTIVE SUMMARY:

The City of San Diego relies upon imported water from the State Water Project and the Colorado River for approximately 90 percent of its water supply. The City's population is currently more than 1.2 million residents and projections by the area's regional San Diego Associations of Governments (SANDAG), indicate the City's population to increase to over 1.7 million by 2030. The anticipated growth translates into increased water demand. The City therefore, recognizes the critical need to increase reliability of its water system locally, and reduce its reliance on imported water supplies. This can be successfully achieved through the implementation of a groundwater conjunctive use program, which would allow water to be stored when surplus supplies are available. Groundwater would be extracted during dry periods, when imported water is expensive or not readily available, resulting in water table elevation reduction. Storage room for imported water or natural runoff is thereby created.

In April 2007, SDCWA solicited a Request for Proposal for the LISA Grant-Funding Program. The Water Department submitted a full project proposal for the San Pasqual Groundwater Conjunctive Use Study, and was approved as a recipient of \$750,000 grant funding awarded by

000884

the San Diego County Water Authority (SDCWA). As a member agency, the City of San Diego along with SDCWA will help to promote the development of new local water supplies via the Study. It will also contribute to reaching groundwater desalination and storage goals as established by the Long Range Water Resources Plan, adopted by the City Council in December 2002.

The project is not anticipated to result in increased staffing levels as project monitoring and oversight will be done by existing Water Department personnel.

FISCAL CONSIDERATIONS:

This study will validate the feasibility of using the San Pasqual Basin for conjunctive use storage. The Basin presents a valuable opportunity to provide imported water storage benefits and creates a new local water source for the City of San Diego. The overall estimated cost of the proposed studies and investigations is \$1,700,000, with the Conjunctive Use Study Consultant Agreement totaling \$950,000.

San Diego County Water Authority funding for this LISA Program agreement is being derived from groundwater conjunctive use funding provided by the State of California Department of Water Resources as a result of the passage of SB 1765 (1998). The Water Authority Board has approved \$750,000 in matching LISA Program Funds to be provided to the City of San Diego to conduct the study.

PREVIOUS COUNCIL and/or COMMITTEE ACTION:

Resolution Number R-302745 Authorizing Contract Award and Execution; Expenditure of Funds for Contract Purposes and Taking Related Actions was passed on June 27, 2007 to procure consulting firm Camp Dresser & McKee, Inc for the San Pasqual Groundwater Conjunctive Use Study Project. The subject item will be presented to the Natural Resources and Culture Committee prior to the Council docket date.

COMMUNITY PARTICIPATION AND PUBLIC OUTREACH EFFORTS:

The City of San Diego has actively facilitated community and groundwater planning in the San Pasqual Valley and the San Diego region. Currently as part of the Groundwater Management Plan (GMP), the City has conducted four Project Advisory Committee (formed for the purpose of the GMP) meetings since September 2006 and one open house. At least one more Project Advisory Committee meeting/open house is planned for this project. The City anticipates continuing its outreach efforts in San Pasqual during the feasibility study.

KEY STAKEHOLDERS AND PROJECTED IMPACTS:

Along with the City of San Diego and the San Diego County Water Authority, the San Pasqual/Lake Hodges Planning Group is also an important stakeholder. The citizens of San Diego are equally important stakeholders as the conjunctive use study will result in a region wide resource to store and reuse groundwater effectively.



Alex Ruiz
Assistant Water Department Director

 7/20

J.M. Barrett
Director of Public Utilities

**The City of San Diego
CERTIFICATE OF CITY AUDITOR AND COMPTROLLER**

000885

CERTIFICATE OF UNALLOTTED BALANCE

ORIGINATING

AC 2800648

DEPT. NO.: 760

I HEREBY CERTIFY that the money required for the allotment of funds for the purpose set forth in the foregoing resolution is available in the Treasury, or is anticipated to come into the Treasury, and is otherwise unallotted.

Amount: \$750,000.00 Fund: 41500

Purpose: Authorizing the expenditures of funds as the matching funds for LISA Program Funds to conduct the San Pasqual Groundwater Conjunctive Use Study.

Date: March 20, 2008 By: L. Chim 

ACCOUNTING DATA										
ACCTG. LINE	CY PY	FUND	DEPT	ORG.	ACCOUNT	JOB ORDER	OPERATION ACCOUNT	BENF/ EQUIP	FACILITY	AMOUNT
01	0	41500	760	8340	4240	088917				\$750,000.00
TOTAL AMOUNT										\$750,000.00

FUND OVERRIDE ☐

CERTIFICATION OF UNENCUMBERED BALANCE

I HEREBY CERTIFY that the indebtedness and obligation to be incurred by the contract or agreement authorized by the hereto attached resolution, can be incurred without the violation of any of the provisions of the Charter of the City of San Diego; and I do hereby further certify, in conformity with the requirements of the Charter of the City of San Diego, that sufficient moneys have been appropriated for the purpose of said contract, that sufficient moneys to meet the obligations of said contract are actually in the Treasury, or are anticipated to come into the Treasury, to the credit of the appropriation from which the same are to be drawn, and that the said money now actually in the Treasury, together with the moneys anticipated to come into the Treasury, to the credit of said appropriation, are otherwise unencumbered.

Not to Exceed: _____

Vendor: _____

Purpose: _____

Date: _____ By: L. Chim

ACCOUNTING DATA										
ACCTG. LINE	CY PY	FUND	DEPT	ORG.	ACCOUNT	JOB ORDER	OPERATION ACCOUNT	BENF/ EQUIP	FACILITY	AMOUNT
TOTAL										

RESOLUTION NUMBER R- _____

DATE OF FINAL PASSAGE _____

WHEREAS, the City of San Diego [City] relies upon imported water from the State Water Project and the Colorado River for approximately 90 percent of its water supply and projections by the San Diego Association of Governments indicates the City's population will significantly increase by 2030; and

WHEREAS, the City recognizes the critical need to increase the reliability of its water supply system locally and reduce its reliance on imported water supplies; and

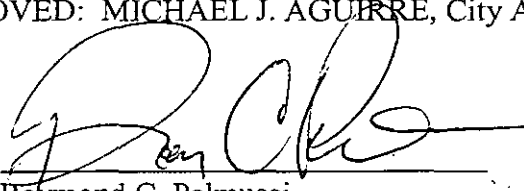
WHEREAS, in April 2007, the San Diego County Water Authority [CWA] solicited a Request for Proposal for the Local Investigations and Studies Assistance [LISA] Grant-Funding Program, and the City's Water Department was approved as a recipient of \$750,000 in grant funding awarded by the CWA; NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of San Diego, as follows:

1. That the Mayor, or his designee, is authorized and empowered for and on behalf of the City to make an application to the CWA for \$750,000 in matching LISA Program Funds to conduct the San Pasqual Groundwater Conjunctive Use Study [Study].
2. That the City Auditor and Comptroller is authorized to accept, appropriate and expend funds for reimbursement by the CWA in the amount of \$750,000 for the Study.
3. That the Mayor, or his designee, is authorized to enter into and execute a Joint Participation Agreement for LISA Program Funding between the CWA and the City.

4. That this activity is statutorily exempt from CEQA pursuant to State CEQA Guidelines section 15262. This determination is based on Section 15004 of the Guidelines which provides direction to lead agencies on the appropriate timing for environmental review. This activity will require further review under the provisions of CEQA.

APPROVED: MICHAEL J. AGUIRRE, City Attorney

By


Raymond C. Palmucci
Deputy City Attorney

RCP:js

03/27/2008

Or. Dept: Water

Aud. Cert. 2800648

R-2008-826

I hereby certify that the foregoing Resolution was passed by the Council of the City of San Diego, at this meeting of _____.

ELIZABETH S. MALAND
City Clerk

By _____
Deputy City Clerk

Approved: _____
(date)

JERRY SANDERS, Mayor

Vetoed: _____
(date)

JERRY SANDERS, Mayor

JOINT PARTICIPATION AGREEMENT FOR
LOCAL INVESTIGATIONS AND STUDIES ASSISTANCE PROGRAM FUNDING
BETWEEN
SAN DIEGO COUNTY WATER AUTHORITY
AND
CITY OF SAN DIEGO

THIS AGREEMENT is made this ____ day of ____ 2008, between the San Diego County Water Authority, a county water authority (Water Authority) and the City of San Diego, a municipality (Agency) with respect to the following facts:

RECITALS

1. The Water Authority has established the Local Investigations and Studies Assistance Program (LISA Program), for the purpose of facilitating local agency studies and investigations of new local water supply opportunities.
2. The Purpose of the LISA Program is to encourage, through assistance in project funding, local groundwater, seawater desalination, and water recycling studies and investigations that could lead to local water supply projects that provide new annual core (base load) supplies or increased dry-year supplies.
3. On June 28, 2007, the Water Authority Board of Directors approved the first funding cycle for the LISA Program.
4. The Agency is conducting a study and/or investigation entitled: "*San Pasqual Groundwater Conjunctive-Use Project*" (Study) to "determine the economic, environmental and operational justification for a project and develop a conceptual design for the facilities involved". See **Attachment A – Scope of Work** for description of work to be performed under the Study.
5. Water Authority funding for this LISA Program Agreement is being derived from groundwater conjunctive-use funding provided by the State of California Department of Water Resources as a result of the passage of SB 1765 (1998).

6. Studies receiving funding under this Agreement must be related to groundwater conjunctive-use.

Section 1. Term of Agreement

The term of the Agreement begins at the date of execution of the Agreement and ends three (3) years from the date of execution. The final invoice for reimbursement must be submitted to the Water Authority for approval and payment within three (3) years and three (3) months from the date of the execution of the Agreement.

Section 2. Work to be Performed Under this Agreement

The approved scope of work, schedule, and budget for this Agreement is included as **Attachment A – Scope of Work, Attachment B – Project Schedule, and Attachment C – Project Budget.**

Section 3. Amount of Funding and Agency Match

The Water Authority Board has approved \$750,000.00 in matching LISA Program Funds to be provided to the Agency to conduct the Study. The Agency match shall be equal to or greater than the total awarded funds under the LISA Program. Agency match must also be equal to or greater than 50 percent of the total project cost. Eligible Agency matching funds are described in Section 4 below. The Agency may receive a maximum of \$750,000.00 in grant funding for this funding cycle.

The Agency may designate as matching funds work conducted for a period of up to two years prior to the date of the award of the grant, June 28, 2007, but reimbursement is only authorized for work done on the Study after June 28, 2007.

Contributions to Agency from: 1) private entities; and 2) public entities located outside the County of San Diego, including but not limited to the Metropolitan Water District of Southern California, the U.S. Bureau of Reclamation, U. S. Environmental

Protection Agency, California Energy Commission, American Waterworks Association, etc., shall be subtracted from the cost of the Study for the purposes of calculating eligible reimbursable funds, LISA Program grant matching requirements, and total project cost.

Section 4. Eligible Agency Matching Funds

Eligible matching funds include Agency expenditures for third party costs or in-kind specialized services conducted in-house by Agency. Overhead and general administrative services do not qualify as in-kind services. Third party costs include subcontractor work for technical support services. In-kind specialty services include technical services such as GIS, environmental review, lab work, field monitoring, and direct costs for project management.

The Water Authority retains sole discretion to determine eligible matching funds based on criteria identified above. The Water Authority shall not unreasonably deny eligibility of Agency matching funds.

Section 5. Funding Documentation

Before the Agency can request reimbursement, the Agency must submit the following documents:

- a. Executed copy of any contract or agreement for professional services with respect to the Study.
- b. Proof of formal approval of the Study by its governing Board and expenditure of matching funds solely for the purpose of the Study. Proof of approval may be in the form of a copy of an adopted resolution, or minutes of a meeting of which a motion is adopted. The copy of the adopted resolution must be certified as a true copy of an official record of the Agency.
- c. Documentation of expenditure of Agency matching funds, including but not limited to; copies of consultant/contractor invoices and statements of Agency in-house labor time and expenses (if applicable).

Section 6. Disbursement Conditions

Funding of this Agreement is contingent upon receipt by the Water Authority of funds for the Study from the California Department of Water Resources (DWR), administered under Senate Bill 1765. If the State does not appropriate sufficient funds for this program during the current year or any subsequent years covered under this Agreement, this Agreement shall be null and void. In that event, the Water Authority will have no liability to pay any funds to the Agency. If payment of invoices for reimbursement is denied by DWR, the Water Authority will have no liability to pay those funds to Agency.

Matching funds must be expended first before reimbursement is requested. The Agency shall submit invoices to the Water Authority on a quarterly basis. The Water Authority will prepare and submit invoices to DWR for reimbursement to the Agency after the following has been completed by the Agency:

For each quarterly invoice, the Agency shall submit the following:

- a. Two copies of the Quarterly Report and Statement of Costs, as specified in Section 7, for the period for which reimbursement is being requested.
- b. One original invoice and three (3) copies from the Agency requesting reimbursement.
- c. Copies of consultant/contractor paid invoices and documentation of payment of those invoices; documentation of in-house labor time and expenses (if applicable) for work conducted during the quarter; and any bills of materials.

Payment of Agency invoices for reimbursement is contingent upon ability of the Agency and the Water Authority to meet and comply with DWR Exhibit D – “Special Terms and Conditions for Department of Water Resources (Local Public Entities – Payables)” and Exhibit E – “Additional Provisions” of DWR Agreement No. 4600007621 with the Water Authority which are combined into **Attachment F** and made part of this agreement.

Section 7. Quarterly Progress Reports and Statement of Costs

The Agency shall submit quarterly progress reports, January 31, April 30, July 31, and October 31, on the status of the Study and a Statement of Costs. The quarterly progress report shall include work completed during the previous quarter, anticipated work to be conducted during the next quarter, percent completion of tasks (as outlined in the approved schedule), and percent completion of the total Study. The Agency shall use the reporting format as shown in **Attachment D – Quarterly Progress Report**.

Statement of Costs shall include the expenditures for the previous quarter and total expenditures to date. See **Attachment E – Statement of Costs** for example of Statement of Costs.

Section 8. Performance Criteria

The following performance criteria are established:

- a. Work on the approved scope must begin within six (6) months of award of funding.
- b. Work on the approved scope must be completed within three (3) years of the date of execution of this Agreement.
- c. If the schedule lags for greater than two quarters from the schedule included as **Attachment B**, a meeting between the Agency and Water Authority staff will be held to determine cause, remedies, and a possible amendment to the schedule or Agreement.
- d. If the schedule continues to lag for an additional two quarters, Water Authority staff will have a follow up meeting with Agency staff to determine continued viability of the Study.
- e. A report of the outcome of the meeting(s) and recommendations regarding the continued viability of the Agreement will be made to the Water Authority General Manager.

Section 9 . Withholding of Grant Disbursement by Water Authority

If the Water Authority determines that the Study is not being completed in accordance with the Performance Criteria in Section 8 and in accordance with the provisions of the Agreement or that the Agency has failed in other respects to comply substantially with the provisions of this Agreement, the Water Authority will demand compliance. If the Agency does not remedy such failure to the Water Authority's satisfaction within a reasonable period, the Water Authority may withhold from the Agency all or any portion of the Water Authority grant commitment, and take any other action it deems necessary to protect its interest and to meet the goals of the LISA Program.

Section 10. Acknowledgement of Credit

In the Final Study Report, and when promoting the Study or using any data and/or information developed under the Agreement, the Agency shall include appropriate acknowledgement of credit to DWR (as the funding source for the LISA Program), the Water Authority, and all cost-sharing partners for their support.

Section 11. Audit Requirements

Pursuant to Government Code Section 8546.7, the contracting parties shall be subject to the examination and audit for a period of three (3) years after the final payment under this Agreement with respect to all matters connected with the performance of this Agreement. All records of the Agency, or its contractors or subcontractors, shall be preserved for this purpose for at least three (3) years after the completion of the Study.

Section 12. Competitive Bidding of Contracts and Procurements

The Agency shall comply with all applicable laws and regulations regarding securing competitive bids, payment of prevailing wages where applicable, and undertaking competitive negotiations in contracts for the procurement of goods and services provided under this Agreement.

Section 13. Amendments

This Agreement may be amended at any time by mutual agreement of the parties, except insofar as any proposed amendments are in any way contrary to applicable law. Requests by the Agency for amendments must be in writing stating the amendment request and the reason for the request.

Any changes in project scope that are requested after the Water Authority Board has approved the funding recommendations must be submitted to the Water Authority for approval. If approved, Agreement shall be amended to reflect the scope change.

Section 14. Relationships of Parties

The Agency, its contractors, subcontractors, and their respective agents and employees required for performing work under this Agreement shall act in an independent capacity and not as officers, employees, or agents of the Water Authority.

Section 15. Project Officials and Notices

The Director of Water Resources of the Water Authority shall be the Water Authority's representative and shall have the authority to sign agreements and amendments to the agreement if needed.

The Agency Project Manager shall be Surraya Rashid, Associate Civil Engineer, City of San Diego Water Department. The Agency Project Manager shall be Agency's representative for the administration of the Agreement and shall have full authority to act on behalf of the Agency, including authority to execute all payment requests. All

communications given to the Agency Project Manager shall be as binding as if given to the Agency.

Either party may change its Project Manager upon written notice to the other party. Notices required to be given to the Water Authority in writing by the Agency under this Agreement shall be sent to:

San Diego County Water Authority
Attention: LISA Program Manger – Ken Weinberg
4677 Overland Avenue
San Diego, CA 92117

Notices required to be given to the Agency in writing by the Water Authority under this Agreement shall be sent to:

City of San Diego
Attention: Surraya Rashid, Associate Civil Engineer
600 B Street, Suite 600
San Diego, CA 92101

A change of address for delivery or notice may be made by either party by written notice of such change of address to the other party.

Section 16. Cooperation

The Agency will provide the Water Authority with quarterly progress reports as specified in Section 7. The Agency will provide the Water Authority with copies of the draft and Final Study Reports and any interim documents for the Water Authority staff's review and input. The Agency will provide the Water Authority with reasonable access to information being developed or secured for the Study and report purposes including, upon request of the Water Authority, an audit of costs associated with the Study.

Water Authority reserves the right to conduct periodic review meetings with the Agency and its project team. The purpose of these meetings is to provide a detailed

update on study progress, findings to date, and any challenges or other issues that have arisen during the study.

Section 17. Completion

Within 90 days of the conclusion of the Study, the Agency will submit to the Water Authority: the final invoice for reimbursement, final Statement of Costs, Final Report, and the final quarterly report. The Agency shall furnish the Water Authority with two (2) hardcopies of the final report and two (2) electronic copies of the Final Report.

Section 18. Defaults and Remedies

Any claim the Agency may have regarding the performance of this Agreement including, but not limited to, claims for extension of time, shall be submitted to the Water Authority Director of Water Resources within thirty (30) days of the Agency's knowledge of the claim. The Water Authority and the Agency shall then attempt to negotiate a resolution of such claim. If a resolution is reached, an amendment to this Agreement will be processed to implement the terms of such resolution.

The use by either party of any remedy specified herein for the enforcement of this Agreement is not exclusive and shall not deprive the party using such remedy of, or limit the applicability of any other remedy provided by law.

Section 19. Public Record

All reports, including the Final Report, submitted as part of the Study fall under Government Code § 6250 et. seq. are public records, and as such may be subject to public review.

Section 20. Indemnity - Hold Harmless

The Agency agrees to defend, indemnify, and hold harmless the Water Authority, its officers, and employees, from all damage, injury, claims, demands, losses, and liability to the extent that the same are the result of conducting the Study, or the negligence or willful misconduct of the Agency or any of its officers, employees or any other person acting pursuant to its control in performing the work under this Agreement.

Section 21. Laws and Venue

This Agreement shall be interpreted in accordance with the laws of the state of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court in the county of San Diego.

Section 22. Assignment

The Agency shall not assign, sublet, or transfer this Agreement or any rights or interest in this Agreement without the written consent of the Water Authority, which may be withheld for any reason.

Section 23. Integration

This Agreement represents the entire understanding of the Water Authority and the Agency as to those matters contained herein. No prior oral or written understanding should be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing signed by the Water Authority and the Agency.

Section 24. Notice

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, registered or certified, postage prepaid, addressed to:

San Diego County Water Authority
4677 Overland Avenue
San Diego, CA 92123
Attn: Ken Weinberg
Director of Water Resources

City of San Diego
600 B Street, Suite 600
San Diego, CA 92101
Attn: Surraya Rashid
Associate Civil Engineer

Section 25: Signatures

The individuals executing this Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above:

SAN DIEGO COUNTY WATER
AUTHORITY

CITY OF SAN DIEGO

By: _____
Ken Weinberg
Director of Water Resources

By: _____
Jim Barrett
Director of Public Utilities

Approved as to form and legality:

By: _____
General Counsel
San Diego County Water Authority

By: _____
Ray Palmucci
Deputy City Attorney
City of San Diego

000901

ATTACHMENT A
SCOPE OF WORK

SCOPE OF WORK

The *San Pasqual Groundwater Conjunctive Use Project* consists of three components which include the Groundwater Management Plan, Conjunctive Use Study and In-Kind Services. Each component is comprised of tasks and subtasks.

I. Groundwater Management Plan (GMP)

Task 1: Development of GMP Guidance Workplan

The workplan will identify the technical requirements of the document, public notifications, participant roles and responsibilities, project schedule, milestones/deadlines and task duration for each aspect of the project.

Task 2: Prepare A GMP

Consultant from MWH will assist the City with the preparation and adoption of a GMP which will include subtasks for documenting public involvement, developing Basin Management Objectives (BMOs), monitoring and management of groundwater elevations, groundwater quality, inelastic land surface subsidence and changes in surface water flows and quality. The development of a data management system for the storage and retrieval of groundwater information is also a subtask involved with the preparation of the GMP.

Additional subtasks related to the preparation of the Groundwater Management Plan include:

- Involvement of other agencies located within the groundwater basin
- Adoption of monitoring protocols by basin stakeholders
- Develop and document recommended GMP components
- Map the groundwater basin showing the area of the City's service zones subject to the GMP
- Develop and document voluntary GMP components and other special issues to be addressed

Task 3: Stakeholder Involvement & Public Outreach

Identify stakeholders and create a Project Advisory Committee (PAC) outlining respective roles and responsibilities, and agreeing upon objectives and schedule for GMP adoption. In addition, a strategic public outreach plan will be prepared to analyze the issues and concerns about City policies regarding the management of the groundwater/ basin.

SCOPE OF WORK

Task 4: Project Management

Includes project oversight and project management. Monthly update/budget reports and progress reports will be prepared by MWH. A total of up to two presentations will be given to the Natural Resources and Culture Committee, the Council or any other City official or other audience chosen by the City.

Task 5: Quality Assurance/Quality Control

Provide quality assurance and quality control activities that occur throughout the project including independent review of workplans and reports.

Task 6: Grant Funding Assistance

As requested, provide research on additional grant funding opportunities and requirements.

Task 7: Additional Services (if required)

The City may require additional professional services or related project costs beyond the *Scope of Services*.

SCOPE OF WORK

II. Conjunctive Use Study

Task 1: Project Management

A Project Management Plan will be developed to include budget breakdown by task, a baseline schedule and a staffing plan. A monthly progress report will be prepared along with the project invoice. A kickoff meeting will be held after receipt of the Notice to Proceed to discuss project objectives and expectations, to establish communication protocols and to confirm the baseline scope of work and schedule.

Task 2: Pre-Feasibility Review

Develop a preliminary estimate of the storage and recovery potential under various conditions of the conjunctive use project and to identify potential issues that may impact the capacity, cost or overall feasibility of the project. Coordination with the San Diego County Water Authority to determine physical and other requirements for diverting water from the First San Diego Aqueduct and for conveying recovered water back to the aqueduct will also take place. Additionally, one meeting with the California Department of Health Services will be conducted to establish regulatory requirements for water quality and treatment.

Task 3: Detailed Feasibility Study

Development and application of the groundwater model that will meet the following criteria:

- Cross check existing information on stream flow, groundwater level, pumping, aquifer parameters and water quality
- Simulate the groundwater hydraulic effects of various operational scenarios
- Assist in the evaluation of water quality impacts of mixing of recharged imported water and local runoff

If determined to be necessary during preliminary groundwater modeling, MWH will conduct field activities to obtain data with the potential installation of a monitoring well. All permitting, CEQA compliance and construction is to be included with this task. Groundwater model documentation and training will be provided to City staff and preliminary environmental constraints will be analyzed along with permitting requirements.

In conjunction with Task 4, MWH will compile all relevant information regarding existing environmental conditions at or near the location. This information will be presented in a report highlighting environmental issues and considerations.

SCOPE OF WORK

Once the feasibility analysis is concluded a Business Case Evaluation will be conducted for a cost-benefit analysis. Finally, a *Draft* feasibility study report to document the preceding tasks will be prepared.

Task 4: Determine CEQA Processing Strategy

Consultant will review the proposed project elements to evaluate the potential for significant impacts to the environment. For those impacts that are determined to be significant, mitigation measures will be discussed. Consultant will document results in a draft CEQA Strategy Report and recommend activities that would advance the CEQA clearance process.

Task 5: Public Information Program

The Public Information Program will be conducted by the City.

Task 6: 10% Design

A 10% Design Report will be prepared assuming a feasible project has been identified and validated through the Business Case Evaluation. The report will describe the major facilities, document the design criteria and include conceptual drawings of major facilities.

Task 7: Final Study Report

A final study report will be drafted that incorporates reports from Tasks 3, 5 and the results of Task 6, and responds to all comments received on the previous draft reports.

Task 8: Additional Services (if required)

The City may require additional professional services or related project costs beyond the *Scope of Services*.

SCOPE OF WORK

III. In-Kind Services

City of San Diego

The City will be utilizing its own resources to accomplish certain aspects of the project in-house. These tasks include the following:

- GIS support
- Public outreach
- Water quality sampling and analysis using the City's Water Quality Laboratory
- Data collection
- Environmental assessment
- Project/program management.

United States Geological Survey (USGS)

The City has an on-going agreement with USGS to perform water quality and hydrogeologic analysis designed to provide the scientific understanding necessary to implement the City's groundwater in various basins including San Pasqual basin. The United States Geological Survey will assist:

- Groundwater quality sampling in San Pasqual Valley – To obtain background groundwater quality. Data will aid in the initial interpretations of geology, groundwater resources in this large, complex and changing area of land and water use.
- Hydrogeologic analysis of San Pasqual Valley – To integrate and analyze geologic and hydrogeologic data for the San Pasqual valley.
- Multiple depth monitoring wells in San Pasqual Valley – To obtain detailed, vertical groundwater levels and groundwater quality data.
- Groundwater level monitoring in San Pasqual Valley – To obtain a continuous record of groundwater levels in San Pasqual Valley
- Groundwater management in the San Pasqual Valley – To provide hydrogeologic analysis, interpretations and scientific leadership in helping the City to define groundwater management alternatives for the San Pasqual Valley part of the San Dieguito River drainage basin.
- Groundwater flow model of the San Pasqual Valley – To evaluate hydrogeologic concepts and water management plans.
- Hydrogeologic report for the San Pasqual Valley – To document and explain hydrogeologic data, analyses and interpretations of the San Pasqual Valley.

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ATTACHMENT B
PROJECT SCHEDULE

SCHEDULE*

Notice To Proceed (NTP) – June 2006

I. Groundwater Management Plan (GMP)

Task 1: Development of GMP Guidance Workplan - 28 days from Notice to Proceed

Task 2: Prepare A GMP – 281 days from Notice to Proceed

Task 3: Stakeholder Involvement & Public Outreach – 280 days from NTP

Task 4: Project Management – 285 days from Notice to Proceed

Task 5: Quality Assurance/Quality Control - ongoing

Task 6: Grant Funding Assistance

Task 7: Additional Services (if required)

SCHEDULE*

Notice To Proceed (NTP) – July 24, 2007

II. Conjunctive Use Study

Task 1: Project Management - ongoing

Task 2: Pre-Feasibility Review – 60 days from NTP

Task 3: Detailed Feasibility Study – 455 days following pre-feasibility review

Task 4: Determine CEQA Processing Strategy – 455 days following acceptance of pre-feasibility review

Task 5: Public Information Program - ongoing

Task 6: 10% Design – 90 days following acceptance *draft* feasibility study report

Task 7: Final Study Report – 60 days following acceptance of draft 10% design report for final report (draft of final report included in the 60 days)

Task 8: Additional Services (if required)

SCHEDULE*

III. In-Kind Services

City of San Diego – Ongoing through project completion

United States Geological Survey (USGS) – July 1, 2005 to October 31, 2008

* Timeframes subject to change during project

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ATTACHMENT C
PROJECT BUDGET

PROJECT BUDGET

Task Description	Total Costs
I. GROUNDWATER MANAGEMENT PLAN (GMP)	
Task 1 - Development of GMP Guidance Workplan	\$ 13,074
Task 2 - Prepare a GMP	\$ 131,478
Task 3 - Stakeholder Involvement & Public Outreach	\$ 59,020
Task 4 - Project Management	\$ 71,225
Task 5 - Quality Assurance/Quality Control	\$ 10,472
Task 6 - Grant Funding Assistance	\$ 6,540
Task 7 - Additional Services	\$ 8,191
Total Groundwater Management Plan	\$ 300,000
II. CONJUNCTIVE USE STUDY	
Task 1 - Project Management	\$ 79,047
Task 2 - Pre-Feasibility Study	\$ 52,575
Task 3 - Detailed Feasibility Study	\$ 517,519
	\$ 8,616
Task 5 - Public Information Program	\$ -
Task 6 - 10% Design	\$ 114,716
Task 7 - Final Study Report	\$ 27,412
Task 8 - Additional Services	\$ 150,115
Total Conjunctive Use Study	\$ 950,000
III. IN-KIND SERVICES	
United States Geological Services	\$ 250,000
City of San Diego In-House Resources	\$ 200,000
Total In-Kind Services	\$ 450,000
AN PASQUAL CONJUNCTIVE USE PROJECT TOTAL	\$ 1,700,000

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ATTACHMENT D

QUARTERLY PROGRESS REPORT
FORM

ATTACHMENT D**Quarterly Progress Report #1**

Covering Period: January 1, 200X to March 31, 200X

Project Title: Project Title

Recipient : Name of Agency
Address

Partners: Co-applicants
Consultants

Contact Person: Name
Contact information

Date Submitted: Date

Name, Title

Signed, Reviewed by designated representative

1. Project Objective:

Discuss overall project objective

2. Project Description / Background:

Describe the project and project background

3. Progress and Status:

List project progress and status by task, including work completed during the reporting quarter and work anticipated to be conducted during the next quarter.

4. Percent Complete of Total Project:

Indicate total percent completion of project

5. Deliverables:

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List deliverables, if any, for this reporting period. This may include any intermediate reports that were completed during the reporting period

6. Expenditures:

Expenditures for work performed on the project to date are as follows:

	Previous expenditures	This Quarter	Total to Date	Total Budget	Remaining Budget
Task 1 - Task name	\$0	\$0	\$0	\$0	\$0
Task 2 - Task name	\$0	\$0	\$0	\$0	\$0
Task 3 - Task name	\$0	\$0	\$0	\$0	\$0
Task 4 - Task name	\$0	\$0	\$0	\$0	\$0
Task 5 - Task name	\$0	\$0	\$0	\$0	\$0
Task 6 - Task name	\$0	\$0	\$0	\$0	\$0
Task 9 - Final Report	\$0	\$0	\$0	\$0	\$0
Total	\$0	\$0	\$0	\$0	\$0

7. Schedule Status:

Discuss project schedule status, including any delays that may have been encountered

8. Plans for Next Quarter:

Summarize the work plans for the next quarter

9. Attachments:

Discuss any attachments to the report

10. Miscellaneous Issues

Discuss any miscellaneous issues encountered during the quarter

All quarterly reports should be publicly disclosable and not contain confidential, proprietary or business sensitive information.

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ATTACHMENT E
STATEMENT OF COSTS

Attachment E - Statement of Costs

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Invoice**1****Date Prepared:**

Date

Organization:

Member Agency Name

Grant Title:

LISA Program

Project Title:

Title of Project

Invoice Period:

From Date

To

Date

Invoice Amount (Reimbursable)

Budget Summary - 4th Quarter Calendar Year 2007

	Agency Cost Share				Reimbursable			
	Prior Amount Expended	Amount Expended for Quarter	Total Expended to Date	Contract Budget	Prior Amount Invoiced	Current Amount Invoiced	Total Invoiced to Date	Contract Budget
Task 1 (name)								
3rd Party								
Inkind	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Task 2 (name)								
3rd Party								
Inkind	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Task 3 (name)								
3rd Party						\$	\$ -	\$ -
Inkind	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Task 4 (name)								
3rd Party						\$	\$ -	\$ -
Inkind	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Task 5 (name)								
3rd Party						\$	\$ -	\$ -
Inkind	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Task 6 (name)								
3rd Party								
Inkind	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Subtotal

\$0.00

Subtotal

\$0.00

Grand total

\$0

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ATTACHMENT F

SELECTED DWR EXHIBITS

**EXHIBIT D—Special Terms and Conditions for
Department of Water Resources
(Local Public Entities - Payables)**

1. **RESOLUTION OF DISPUTES:** In the event of a dispute, Contractor shall file a "Notice of Dispute" with the Director or the Director's Designee within ten (10) days of discovery of the problem. The State and Contractor shall then attempt to negotiate a resolution of such claim and, if appropriate, process an amendment to implement the terms of any such resolution. If the State and Contractor are unable to resolve the dispute, the decision of the Director or the Director's Designee shall be final, unless appealed to a court of competent jurisdiction.

In the event of a dispute, the language contained within this agreement shall prevail over any other language including that of the bid proposal.

2. **PAYMENT RETENTION CLAUSE:** Ten percent of any progress payments that may be provided for under this contract shall be withheld per Public Contract Code Section 10346 pending satisfactory completion of all services under the contract.
3. **RENEWAL OF CCC:** Contractor shall renew the Contractor Certification Clauses or successor documents every (3) years or as changes occur, whichever occurs sooner.
4. **AGENCY LIABILITY:** The Contractor warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.
5. **POTENTIAL SUBCONTRACTORS:** Nothing contained in this Agreement or otherwise shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of its responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or enforce the payment of any moneys to any subcontractor.
6. **SUBCONTRACTING:** "Should it be necessary to subcontract for supplemental services or specialists, the Contractor shall obtain prior written consent from DWR. If the subcontracts total more than \$50,000 or 25% of the total contract, whichever is less, then the Contractor must certify that the subcontractor has been selected by the Contractor pursuant to a bidding process requiring at least three bids from responsible bidders or pursuant to the procedures set forth in Government Code Section 4525 et seq., as applicable. If Contractor is unable to obtain three competitive bids or three Statement of Qualifications, Contractor shall submit a written explanation to DWR. DWR will then decide whether to seek authorization to allow Contractor to proceed with the proposed subcontract. Contractors shall assure that all administrative fees for subcontracts are reasonable considering the services being provided and the oversight required. Contractor shall only pay overhead charges on the first \$25,000 for each subcontract."

7. COMPUTER SOFTWARE: For contracts in which software usage is an essential element of performance under this Agreement, the Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.
8. REPORT OF RECYCLED CONTENT CERTIFICATION: In accordance with Public Contract Code Sections 12200, 12205, 12209, and 12156(e), the contractor must complete and return the form DWR 9557, Recycled Content Certification, for each required products to the Department at the conclusion of the services specified in this contract. Form DWR 9557 is attached to this Exhibit and made a part of this contract by this reference.
9. REIMBURSEMENT CLAUSE: If applicable, travel and per diem expenses to be reimbursed under this contract shall be at the same rates the State provides for unrepresented employees in accordance with the provisions of Title 2, Chapter 3, of the California Code of Regulations. Contractor's designated headquarters for the purpose of computing such expenses shall be: San Diego, California.
10. TERMINATION CLAUSE: The State may terminate this contract without cause upon 30 days advance written notice. The Contractor shall be reimbursed for all reasonable expenses incurred up to the date of termination.
11. CONFLICT OF INTEREST:
 - a. Current and Former State Employees: Contractor should be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.
 - (1) Current State Employees: (PCC §10410)
 - (a) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
 - (b) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.
 - (2) Former State Employees: (PCC §10411)
 - (a) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
 - (b) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.
 - b. Penalty for Violation:
 - (a) If the Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (PCC §10420)

c. Members of Boards and Commissions:

- (a) Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (PCC §10430 (e))

d. Representational Conflicts of Interest:

The Contractor must disclose to the DWR Program Manager any activities by contractor or subcontractor personnel involving representation of parties, or provision of consultation services to parties, who are adversarial to DWR. DWR may immediately terminate this contract if the contractor fails to disclose the information required by this section. DWR may immediately terminate this contract if any conflicts of interest cannot be reconciled with the performance of services under this contract.

e. Financial Interest in Contracts:

Contractor should also be aware of the following provisions of Government Code §1090:

"Members of the Legislature, state, county district, judicial district, and city officers or employees shall not be financially interested in any contract made by them in their official capacity, or by any body or board of which they are members. Nor shall state, county, district, judicial district, and city officers or employees be purchasers at any sale or vendors at any purchase made by them in their official capacity."

f. Prohibition for Consulting Services Contracts:

For consulting services contracts (see PCC §10335.5), the Contractor and any subcontractors (except for subcontractors who provide services amounting to 10 percent or less of the contract price) may not submit a bid/SOQ, or be awarded a contract, for the provision of services, procurement of goods or supplies or any other related action which is required, suggested, or otherwise deemed appropriate in the end product of such a consulting services contract (see PCC §10365.5).

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State of California

DEPARTMENT OF WATER RESOURCES

The Resources Agency

Contract # 46000 21

Exhibit D, Attachment 1

Page 1 of 2

RECYCLED CONTENT CERTIFICATION FORM

To be completed by the vendor/bidder/contractor and returned to:

DEPARTMENT OF WATER RESOURCES

Recycling Coordinator

Purchasing Services Office

1416 Ninth Street, Room 354, Sacramento, CA 95814.

(916) 654-0533 FAX: (916) 653-6543

COMPANY: _____

PERSON COMPLETING FORM: _____

DATE: _____

DESCRIPTION Please include item name, brand, and product number	% POSTCONSUMER	RECYCLED MATERIAL TYPE

All businesses shall certify in writing to the contracting officer or his or her representative the minimum percentage, if not exact percentage, of postconsumer material in the productions, materials, goods, or supplies offered or sold to the state regardless of whether the product meets the minimum content requirements specified in law (see page 2 for minimum content requirements). The certification shall be furnished under penalty of perjury. The certification shall be provided regardless of content, even if the product contains no recycled material. A state agency may waive the certification requirements if the percentage of postconsumer material in the products, materials, good or supplies can be verified in a written advertisement, including, but not limited to, a product label, a catalog, or manufacturer or vendor internet website.

Public Contract Code Sections 10233, 10308.5, 10354, and 12205(a) (1) (2) (3) (b) (1) (2) (3).

I certify that the above information is true. I further certify that these environmental claims for recycled content regarding these products are consistent with the Federal Trade Commission's Environmental Marketing Guidelines in accordance with PCC 12404.

NAME OF PERSON COMPLETING FORM	TITLE	AGENCY/COMPANY
--------------------------------	-------	----------------

SIGNATURE OF PERSON COMPLETING FORM

DATE

1. Postconsumer material comes from products that were bought by consumers, used, then recycled. For example: a newspaper that has been purchased and read, next recycled, and then used to make another product would be postconsumer material.

If the product does not fit into any of the product categories, enter "N/A". Common N/A products include wood products, natural textiles, aggregate, concrete, electronics such as computers, TV, software on a disk or CD, telephone.

2. Product category refers to one of the product categories listed below, into which the reportable purchase falls. For products made from multiple materials, choose the category that comprises most of the product by weight, or volume.

Note: For reuse or refurbished products, there are no minimum content requirements.

For additional information visit www.cjwmb.ca.gov/BuyRecycled/

Description Product Categories	Minimum Content Requirement
Paper Products – Recycled	30 percent postconsumer fiber, by fiber weight
Printing and Writing – Recycled	30 percent postconsumer fiber, by fiber weight
Compost, Co-compost, and Mulch – Recycled	80 percent recovered materials i.e., material that would otherwise be normally disposed of in a landfill
Glass – Recycled	10 percent postconsumer, by weight
Re-refined Lubricating Oil – Recycled	70 percent re-refined base oil
Plastic – Recycled	10 percent postconsumer, by weight
Printer or duplication cartridges	<ol style="list-style-type: none"> a. Have 10 percent postconsumer material, or b. Are purchased as remanufactured, or c. Are backed by a vendor-offered program that will take back the printer cartridges after their useful life and ensure that the cartridges are recycled and comply with the definition of recycled as set forth in Section 12156 of the Public Contract Code.
Paint – Recycled	50 percent postconsumer paint (exceptions when 50 percent postconsumer content is not available or is restricted by a local air quality management district, then 10 percent postconsumer content may be substituted)
Antifreeze – Recycled	70 percent postconsumer material
Retreated Tires – Recycled	Use existing casing that has undergone retreading or recapping process in accordance with Public Resource Code (commencing with section 42400).
Tire – Derived – Recycled	50 percent post consumer tires
Metals – Recycled	10 percent postconsumer, by weight

TRAVEL AND PER DIEM EXPENSES**I. SHORT-TERM PER DIEM EXPENSES**

- A. In computing reimbursement for continuous short-term travel of more than 24 hours and less than 31 consecutive days, the employee will be reimbursed for actual costs up to the maximum allowed for each meal, incidental, and lodging expense for each complete 24 hours of travel, beginning with the traveler's times of departure and return, as follows:

1. On the first day of travel on a trip of 24 hours or more:

Trip begins at or before 6 a.m.	Breakfast may be claimed on the first day.
Trip begins at or before 11 a.m.	Lunch may be claimed on the first day.
Trip begins at or before 5 p.m.	Dinner may be claimed on the first day.

2. On the fractional day of travel at the end of a trip of more than 24 hours:

Trip ends at or after 8 a.m.	Breakfast may be claimed.
Trip ends at or after 2 p.m.	Lunch may be claimed.
Trip ends at or after 7 p.m.	Dinner may be claimed.

If the fractional day includes an overnight stay, receipted lodging may also be claimed. No meal or lodging expense may be claimed or reimbursed more than once on any given date or during any 24-hour period.

3. Reimbursement shall be for actual expenses, subject to the following maximum rates:

Meals:

Breakfast	\$ 6.00	Receipts are not required for regular short-term travel meals
Lunch	\$ 10.00	
Dinner	\$ 18.00	
Incidentals	\$ 6.00	

Lodging:

Statewide	Actual up to \$84.00 plus tax
-----------	-------------------------------

When required to conduct State business and obtain lodging in the counties of Los Angeles and San Diego, reimbursement will be for actual receipted lodging to a maximum of \$110 plus tax.

When required to conduct State business and obtain lodging in the counties of Alameda, San Francisco, San Mateo, and Santa Clara, reimbursement will be for actual receipted lodging to a maximum of \$140 plus tax.

If lodging receipts are not submitted, reimbursement will be for meals only at the rates and time frames set forth in B#1 below.

- B. In computing reimbursement for continuous travel of less than 24 hours, actual expenses, up to the maximums in #3 above, will be reimbursed for breakfast and/or dinner and/or lodging in accordance with the following time frames:

1. Travel begins at or before 6 a.m. and ends at or after 9 a.m.: Breakfast may be claimed. Travel begins at or before 4 p.m. and ends at or after 7 p.m.: Dinner may be claimed. If the trip of less than 24 hours includes an overnight stay, receipted lodging may be claimed. No lunch or incidentals may be reimbursed.

2. Employees on short-term travel who stay in commercial lodging establishments or **commercial campgrounds** will be reimbursed for actual lodging expenses substantiated by a receipt. Employees who stay with friends or relatives, or who do not produce a lodging receipt, will be eligible to claim meals only.

II. LONG-TERM TRAVEL AND PER DIEM EXPENSES

A. Employee maintains a separate residence in the headquarters area:

1. Long-term travelers who maintain a permanent residence at their primary headquarters may claim daily long-term lodging up to \$24.00 with a receipt, and long-term meals of \$24.00 for each period of travel from 12 to 24 hours at the long-term location. For travel of less than 12 hours, the traveler may claim either \$24.00 in receipted lodging or \$24.00 in long-term meals.

B. Employee does not maintain a separate residence in headquarters area:

1. Long-term travelers who do not maintain a permanent residence at their headquarters may claim daily receipted lodging up to \$12.00, and long-term meals of \$12.00 for each period of travel from 12 to 24 hours at the long-term locations. For travel of less than 12 hours, the travelers may claim either \$12.00 in receipted lodging or \$12.00 in long-term meals.

III. MILEAGE REIMBURSEMENT

Reimbursement for personal vehicle mileage is 48.5 cents per mile.

There is no specific rate determined for the reimbursement for personal vehicle mileage using a specialized vehicle that has been modified to accommodate disabilities. In these cases, the 48.5 cents per mile reimbursement will apply.

IV. VEHICLE RENTAL

Reimbursement for vehicle rental shall be for actual and necessary costs of such rental and airplane usage shall be allowed at the lowest fare available. Claims for reimbursements shall be allowed upon submittal of the appropriate receipt. Refer to California Code of Regulations, Title 2, Sections 599.627 and 599.628.

EXHIBIT E
ADDITIONAL PROVISIONS

1. **COPYRIGHT:** All rights in copyright works created by Contractor and any subcontractors in the performance of work under this Agreement are the property of State, Department of Water Resources. State shall grant Contractor a royalty-free, nonexclusive, nontransferable, irrevocable license to reproduce, prepare derivative works and distribute copies of the deliverables so long as such deliverables are used for government, and not commercial, purposes.
2. **PUBLIC WORKS AGREEMENTS:** Contractor shall comply with the language stated in the Standard Clauses for Public Works, DWR 4197, Attachment 1, and the Standard California Nondiscrimination Construction Contract Specifications, Std. 18, Attachment 2. Contractor must use prevailing wage rates for the Apprentice Electrician, Journeyman Electrician, Laborer, and any other classifications used in the performance of the work specified in the Scope of Work. Contractor can access these rates on the internet at <http://www.dir.ca.gov> or by calling the California Department of Industrial Relations at (415) 703-4774 in San Francisco for paper copies of the rates.
3. **PREVAILING WAGES:** Labor Code Certifications.
 - a. Contractor is aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code and Contractor and any subcontractors will comply with such provisions before commencing the performance of the work of this contract.
 - b. In accordance with the applicable provisions of the Labor Code, the Contractor and any subcontractors shall pay their employees Prevailing Wages for the performance of work. The Director of the State Department of Industrial Relations has made the general prevailing wage rate determination covering the locality where work on this contract is to be performed. The general prevailing wage rates can be obtained from the Department of Industrial Relations or any source authorized by the Department of Industrial Relations. On the Internet, they can be found at www.dir.ca.gov. A copy of the general prevailing wage rates is also on file at the State Department of Water Resources 1416 9th Street, Sacramento CA and is available to any interested party on request. The Contractor agrees to post a copy of the applicable general prevailing wage rates for the locality of each job site.
 - c. It is hereby mutually agreed that, pursuant to Labor Code section 1775, the Contractor shall forfeit to the State 50 dollars (\$50) for each calendar day, or portion thereof, for each worker paid by him or her, or subcontractor under him or her, less than the prevailing wage so stipulated and in addition, the Contractor further agrees to pay to each worker the difference between the actual amount paid for each calendar day, or portion thereof, and the stipulated prevailing wage rate for the same. This provision shall not apply to properly registered apprentices.
 - d. It is further agreed that the maximum hours a worker is to be employed is limited to eight hours a day and 40 hours a week and the contractor shall forfeit, as a penalty to the State, twenty-five dollars (\$25) for each worker employed in the execution of the contract for each calendar day during which a worker is required or permitted to labor more than eight hours in any calendar day or more than 40 hours in any calendar week, in violation of Labor Code sections 1810-1815, inclusive.
 - e. Properly registered apprentices may be employed in the prosecution of the work. Every such

- e. Properly registered apprentices may be employed in the prosecution of the work. Every such apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he or she is employed, and shall be employed only at the work of the craft or trade to which he or she is registered. The Contractor and each subcontractor must comply with the requirements of Labor Code section 1775.5 and any related regulations regarding the employment of registered apprentices.
 - f. Contractor and any subcontractors shall comply with all other applicable Labor Code requirements, including section 1776 regarding record keeping.
4. PERMITS AND LICENSES: Contractor shall procure all permits and licenses, pay all charges and fees and give all notices necessary and incidental to the due and lawful prosecution of the work.
5. PROGRESS PAYMENTS: Progress payments are permitted for tasks completed under this contract. Ten percent of the invoiced amount shall be withheld pending final completion of each task. Any funds withheld with regard to a particular task may be paid upon completion of that task.

**STANDARD CLAUSES –
GENERAL CONDITIONS FOR PUBLIC WORKS AND/OR DRILLING CONTRACTS**

LICENSE. No bidder may bid on work for which it is not properly licensed by the Contractor's State License Board. Joint Venture bidders must possess a Joint Venture License. Bidders for this Agreement must have _____ classification(s) of contractor's license. Provide license number and expiration date and certify under penalty of perjury that the foregoing is true and correct.

EXAMINATION OF BID DOCUMENTS AND SITE. Bidder shall carefully examine site of work, plans and specifications. The bidder shall investigate conditions, character, quality of surface, or subsurface materials or obstacles to be encountered. No additions to the contract amount will be made because of the Contractor's failure to examine the site of work, plans and specifications.

SUBCONTRACTORS. (See Public Contract Code Section 4104.) The bidder shall set forth in its bid:

- a. The name and business address of each subcontractor who will perform work or labor or render services in an amount in excess of one-half of one percent (.5%) of the General Contractor's total bid; and
- b. The portion of work to be done by each subcontractor. (See Public Contractor Code Section 4104.)

PAYMENT BOND. The Contractor shall furnish, concurrently with signing the contract, a Payment Bond to Accompany Construction Contract, Standard Form 807, in an amount not less than 100% of the amount of the contract when the contract exceeds \$5000 (for non-construction drilling contracts, when the contract exceeds \$25,000). Such bond shall be executed by the Contractor and a corporate surety approved by the State.

NOTICE. Failure to obtain a payment bond within ten (10) days of notification of award shall cause the State to reject the bid.

WORKERS' COMPENSATION INSURANCE CERTIFICATION. Upon execution of the contract, the Contractor shall provide the State either with a certificate of insurance issued by an insurance carrier licensed to write workers' compensation insurance in the State of California, including the name of the carrier and date of expiration of the insurance, or a certificate of consent to self insure issued by the Director of the Department of Industrial Relations.

PREVAILING WAGE. It is hereby mutually agreed that the Contractor shall forfeit to the State a penalty of \$50 for each calendar day, or portion thereof, for each worker paid by it, or subcontractor under it, less than the prevailing wage so stipulated. In addition the Contractor further agrees to pay to each worker the difference between the actual amount paid for each calendar day, or portion thereof, and the stipulated prevailing wage rate for the same. This provision shall not apply to properly registered apprentices.

MAXIMUM HOURS. It is further agreed that the maximum hours a worker is to be employed is limited to 8 hours a day and 40 hours a week and the Contractor shall forfeit, as a penalty to the State, \$25 for each worker employed in the execution of the contract for each calendar day during which a worker is required or permitted to labor more than 8 hours in any calendar day or more than 40 hours in any calendar week in violation of Labor Code Sections 1810-1815, inclusive.

TRAVEL AND SUBSISTENCE PAYMENTS. Travel and subsistence payments shall be paid to each worker needed to execute the work, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with Labor Code Section 1773.8.

APPRENTICES. Properly registered apprentices may be employed in the prosecution of the work. Every _____ apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he or she is employed, and shall be employed only at the work of the craft or trade to which he or she is registered. The Contractor and each subcontractor must comply with the requirements of Labor Code Section 1777.5 and any related regulations regarding the employment of registered apprentices.

SUBSTITUTIONS. Pursuant to Section 3400 of the Public Contract Code, should the Contractor seek to substitute a brand of materials other than specified, the Contractor shall submit data substantiating the request for substitution of "an equal" item. The substantiating data must be presented for approval within thirty-five (35) days after the award of the agreement. The State shall be the sole judge as the comparative quality and suitability of "an equal" item.

ANTI-TRUST CLAIMS. The Contractor offers and agrees and will require all of his subcontractors and suppliers to agree to assign to the awarding body all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act [Chapter 2 (commencing with Sec. 165700) of Part 2 of Division 7 of the Business and Professions Code], arising from purchases of goods, services, or materials, pursuant to the public works contract or the subcontract. The assignment made by the Contractor and all additional assignments made by the subcontractors and suppliers shall be deemed to have been made and will become effective at the time the awarding body tenders final payment to the Contractor, without further acknowledgment or the necessity of tendering to the awarding body any written assignments.

If an awarding body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under Government Code Sections 4550-4554, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery.

Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under Government Code Section 4550-4554; if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action.

PROGRESS PAYMENTS.

- a. Ten percent of any progress payments that may be provided for under this contract shall be withheld pending satisfactory completion of all services under the contract. The Contractor may substitute securities for such retentions and receive any interest accrued provided in Section 22300 of the Public Contract Code.
- b. Upon execution of the contract, the Contractor shall furnish a faithful performance bond for not less than the total amount payable under the contract if the contract exceeds \$10,000 and progress payments will be made.

PAYROLL RECORDS. The Contractor and each subcontractor shall comply with Labor Code Section 1776 regarding payroll records.

NONCOLLUSION AFFIDAVIT. All bidders shall submit with their bids a signed and notarized Noncollusion Affidavit (DWR 4206). (Not required for non-construction/drilling contracts.)

LABOR CODE PROVISIONS. Pursuant to Sections 1770 et seq. of the California Labor Code, the Director of the State Department of Industrial Relations has made the general prevailing wage determination covering the locality where work for this contract is to be performed. The general prevailing wage rates can be obtained from the Department of Industrial Relations or any source authorized by the Department of Industrial Relations. They are also made available at

www.dir.ca.gov/.

The Contractor agrees to post a copy of the **General Prevailing Wage Determination** for the locality of each job site. The Contractor also agrees to comply with all requirements of the California Labor Code and to pay for the forfeiture penalties and monies, which may become due as provided in Sections 1775 and 1813 of that Code.

UNDOCUMENTED ALIENS. No bidder or Contractor shall be eligible to bid for or receive a public works or purchase contract, who has, in the preceding five years, been convicted of violating a State or federal law respecting the employment of undocumented aliens.

SUBSTITUTION OF SUBCONTRACTORS. A prime contractor whose bid is accepted may not substitute a subcontractor listed in the original bid unless the provisions of PCC 4107 or 4107.5 apply and a hearing is held, if required.

**STANDARD CALIFORNIA NONDISCRIMINATION
CONSTRUCTION CONTRACT SPECIFICATIONS
(GOVERNMENT CODE, SECTION 12990)**

STD. 18 (REV. 1/85)

These specifications are applicable to all state contractors and subcontractors having a construction contract or subcontract of \$5,000 or more.

1. As used in the specifications:
 - a. "Administrator" means Administrator, Office of Compliance Programs, California Department of Fair Employment and Housing (DFEH), or any person to whom the Administrator delegates authority;
 - b. "Minority" includes:
 - (i) Black (all persons having primary origins in any of the black racial groups of Africa, but not of Hispanic origin);
 - (ii) Hispanic (all persons of primary culture or origin in Mexico, Puerto Rico, Cuba, Central or South America or other Spanish derived culture or origin regardless of race);
 - (iii) Asian/Pacific Islander (all persons having primary origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent or the Pacific Islands); and
 - (iv) American Indian/Alaskan Native (all persons having primary origins in any of the original peoples of North America and who maintain culture identification through tribal affiliation or community recognition).
2. Whenever the contractor or any subcontractor subcontracts a portion of the work, it shall physically include in each subcontract of \$5,000 or more the non-discrimination clause in this contract directly or through incorporation by reference. Any subcontract for work involving a construction trade shall also include the Standard California Construction Contract Specifications either directly or through incorporation by reference. Any subcontract for work involving a construction trade shall also include the Standard California Construction Contract Specifications, either directly or through incorporation by reference.
3. The contractor shall implement the specific non-discrimination standards provided in paragraphs 6(a) through (e) of these specifications.
4. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the contractor's obligations under these specifications, Government Code, Section 12990, or the regulations promulgated pursuant thereto.
5. In order for the nonworking training hours of apprentices and trainees to be counted, such apprentices and trainees must be employed by the contractor during the training period, and the contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor or the California Department of Industrial Relations.
6. The contractor shall take specific actions to implement its nondiscrimination program. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor must be able to demonstrate fully its efforts under Steps a. through e. below:
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and at all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all leadpersons, superintendents, and other on-site supervisory personnel are aware of and carry out the contractor's obligations to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - b. Provide written notification within seven days to the director of DFEH when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
 - c. Disseminate the Contractor's equal employment opportunity policy by providing notice of the policy to unions and training, recruitment and outreach programs and requesting their cooperation in assisting the Contractor to meet its obligations; and by posting the company policy on bulletin boards accessible to all employees at each location where construction work is performed.

STATE OF CALIFORNIA
**STANDARD CALIFORNIA NONDISCRIMINATION
 CONSTRUCTION CONTRACT SPECIFICATIONS**
 (GOVERNMENT CODE, SECTION 12990)

Contract # 4600007621
 Exhibit E, Attachment 2
 Page 2 of 2

REV. 1/95 (REVERSE)

- d. Ensure all personnel making management and employment decisions regarding hiring, assignment, layoff, termination, conditions of work, training, rates of pay or other employment decisions, including all supervisory personnel, superintendents, general leadpersons, on-site leadpersons, etc., are aware of the Contractor's equal employment opportunity policy and obligations, and discharge their responsibilities accordingly.
 - e. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the equal employment opportunity policy and the Contractor's obligations under these specifications are being carried out.
7. Contractors are encouraged to participate in voluntary associations which assist in fulfilling their equal employment opportunity obligations. The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's.
 8. The Contractor is required to provide equal employment opportunity for all minority groups, both male and female, and all women, both minority and nonminority. Consequently, the Contractor may be in violation of the Fair Employment and Housing Act (Gov. Code Section 12990 et seq.) if a particular group is employed in a substantially disparate manner.
 9. Establishment and implementation of a bona fide affirmative action plan pursuant to Section 8104(b) of this Chapter shall create a rebuttable presumption that a contractor is in compliance with the requirements of Section 12990 of the Government Code and its implementing regulations.
 10. The Contractor shall not use the nondiscrimination standards to discriminate, harass or allow harassment against any person because of race, color, religious creed, sex, national origin, ancestry, disability (including HIV and AIDS), medical condition (cancer), age, marital status, or denial of family and medical care leave and denial of pregnancy disability leave.
 11. The Contractor shall not enter into any subcontract with any person or firm decertified from state contracts pursuant to Government Code Section 12990.
 12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and the nondiscrimination clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Government Code Section 12990 and its implementing regulations by the awarding agency. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Government Code Section 12990.
 13. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company equal employment opportunity policy is being carried out, to submit reports relating to the provisions hereof as may be required by OCP and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status, (e.g., mechanic, apprentice trainee, helper or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in any easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.